

**SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC.**  
**RULES AND REGULATIONS TO EXHIBIT AND CONCESSION SPACE LICENSE AGREEMENT**

**Rev. 8/20**

**1. INCORPORATION INTO AGREEMENT:** These rules and regulations, as amended from time to time, (“Rules and Regulations”) are incorporated by reference and made a part of the Exhibit Space License Agreement (hereinafter “Agreement”) by and between the SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC. (“Fair”) and the Exhibitor named in the Agreement for the annual South Florida Fair (“Event”). Upon execution of the Agreement, Exhibitor agrees to abide by all Rules and Regulations as stated hereinafter and, as may be amended from time to time. It is the responsibility of the Exhibitor to be apprised of all Rules and Regulations and to educate all employees, agents, servants, guests, invitees, etc. of them as well.

**2. STATUS OF NAME, ADDRESS, ETC.:** The Exhibitor represents and warrants that the legal name as contained in the Agreement as well as the address, telephone number and name of authorized agent(s) is accurate and correct in all respects and makes this warranty as of the date of the Agreement and continuing through its term and duration. Exhibitor further represents and warrants that the Authorized Agent listed in the Agreement has full, complete and absolute authority to legally bind the Exhibitor. If the Exhibitor is a corporation, it warrants and represents that it is in good standing and active, and if it is not a Florida corporation, it warrants and represents that it is authorized to do business in the State of Florida. Any change in the Exhibitor legal name, fictitious name, address, telephone number, or Authorized Agent, shall be forwarded to Fair, in writing, no later than three (3) days after the change.

**3. PAYMENT:** Payments will be due as stated in the Agreement. Fair will only accept cash, money order, certified or cashier’s check, or a credit card prior to the opening day of the Event and thereafter. No space can be occupied until full payment is complete. If Exhibitor fails to timely pay the sums due as provided for in the Agreement, if applicable, Fair shall be entitled to accrual of interest on the unpaid sums due at a rate equal to the lesser of 1.5% per month, or the maximum rate permitted by law. Notwithstanding anything herein to the contrary, the interest rate charged by Fair shall never exceed the highest rate allowed by law, as amended from time to time.

**4. DELIVERIES AND SHIPMENTS:** The Fair shall accept deliveries on behalf of Exhibitor, subject to the following provisions: Notwithstanding anything contained herein to the contrary, the Exhibitor, at all times, assumes the risk of loss of all shipments delivered to the Fair and releases the Fair of any responsibility for the receipt and storage of said shipments. The Exhibitor expressly waives any and all liability and responsibility for loss or damage caused to any shipment against the Fair regardless of the care or, lack of care, exercised by the Fair or its officers, agents or employees in handling, storage, or delivery of the shipment. No bailment is created by shipment and delivery of any goods to the Fair. The Fair reserves the right to impose a handling and storage charge for any large, unusual or any other delivery which requires, in Fair’s sole opinion, extraordinary time and effort. All deliveries must be plainly marked with the name of the Exhibitor, the number of the building or tent and the number or letter of space assigned to the Exhibitor and addressed to the shipping address as indicated at the top of the Agreement. No shipments will be accepted after the Event is over. All shipments shall be returned to carrier which remains unclaimed as of the close of the Event.

**5. DELIVERY HOURS:** After opening of the Event, all deliveries must be made to Gate 4. Items delivered after opening must be hand delivered to Exhibitor. It is the sole responsibility of the Exhibitor to make certain, after commencement of the Event, that they have someone available to accept any and all deliveries. The Fair is not responsible for any parcels left on the Fairgrounds and is not responsible for notifying the Exhibitor of its arrival. When delivering a package or other item to an exhibit building or tent, access to said exhibit building or tent shall be obtained through the rear of the exhibit building or tent for purposes of loading/unloading. No other access is permitted.

**6. EXHIBITOR CREDENTIALS:** Each Exhibitor and their authorized personnel must have a photo identification badge or an admission ticket to enter onto the Fairgrounds. No exceptions will be made. It is the Exhibitors responsibility to obtain these photo identification badges from Fair credentialing, and pay any necessary fees relating thereto, prior to Event opening. Additional tickets or photo identification badges may be purchased after opening day from the Vendor Cashier.

**7. EXHIBITOR PARKING:** A limited amount of parking for Exhibitors is available on the Fairgrounds during the Event. All Exhibitor motor vehicles and trailers parking on the Fairgrounds must have a permit or will be towed at owner’s

expense. Parking permits may be obtained on a first-come, first-serve basis prior to the opening day of the Event and are valid for the entire run of the Event. Exhibitor vehicles parking in improper areas will also be towed at the owner's expense. The rate charge for the permit shall be as established by the Fair from time to time.

**8. STOCK TRUCK & EXHIBIT DELIVERY PERMITS:** Permits for Exhibitor delivery vehicles shall be issued to those Exhibitors' vehicles that are entering the Fairgrounds only for the purposes of loading/unloading. Each vehicle shall be permitted to remain on the Fairgrounds for thirty (30) minutes. The vehicle and all passengers in the vehicle must then exit the Fairgrounds. Each person in the vehicle must have a photo identification badge or an admission ticket in order to remain on the Fairgrounds. After opening day of the Event, all deliveries shall be made to Gate 4 as indicated above in paragraph 5. Stock Truck parking inside the Fairgrounds is limited. The Fair reserves the right to add or remove Stock Trucks depending on available space and the size of the stock truck. It is the Exhibitor's responsibility to obtain the proper permit from the Vendor Office and pay any necessary fees relating thereto, prior to Event opening. Permits are required for all Stock Trucks or Stock Trailers parked anywhere on the fairgrounds, including general parking areas, Fair camping locations and offsite remote parking lots operated by the Fair.

**9. MOTORIZED CARTS:** All Exhibitors using motorized carts shall be subject to such policies or rules as the Fair management shall adopt from time to time. No motorized vehicles of any nature are allowed on the Midway area or in any area, which the public has access once the Event opens.

**10. ELECTRICAL CONNECTIONS:** The purchase of each indoor exhibit location includes one 20-amp (120 volt) service. Outdoor Exhibitors will be charged a fee based on the size of each connection requested. Outdoor Exhibitors and, those indoor Exhibitors requiring additional electrical service, must have an Electrical Service Request Form attached to the Agreement. Exhibitor is responsible for all wiring required to operate and must supply adequately sized cable to reach Fair electrical service panels. All connections made to any Fairgrounds electrical panel(s) must be made by an authorized Fair electrician.

**11. EXHIBIT SPACE:** Exhibitor agrees that the Exhibit and Concessions Space License Agreement is revocable, limited and non-exclusive. The parties hereto agree that Exhibitor's rights hereunder shall not be construed as a lease, easement, or other interest in the property of the Fair. The Fair reserves the right, in its sole discretion, to accept, to reject, to move, reposition or exclude any exhibit or Exhibitor as it deems necessary during the term of the Agreement.

**12. CHARACTER OF EXHIBIT:** Exhibitor recognizes and acknowledges the unique reputation of the Fair in the community. The Fair is dedicated to the production and presentation of wholesome, family entertainment. Exhibitor shall not exhibit, sell, or display any product or good contrary to that described in the Agreement. Exhibitor shall not exhibit, sell or display weapons such as Chinese stars, guns, knives, etc., or nuisance items such as laser pointers, pepper spray, stink bombs, etc. No roving concessions or exhibits are permitted, and no agent, employee, volunteer, or other representative of Exhibitor shall be permitted to roam about the Fairgrounds as part of the exhibit or concession. Other prohibited exhibits include the sale of permanent tattoos, body piercing, pornographic materials, selfie-sticks, and hover-boards. The sale and/or exhibit of any live animal must be approved by the Fair. No Tip Jars shall be allowed.

**13. CONCESSION SIGNS:** Exhibitors selling food, drinks or merchandise must have price signs posted in prominent locations when the Event opens and they must remain on display throughout the duration listing all prices in letters and numbers no less than 2" high. All items of food, drinks and merchandise, and the pricing thereof, shall be first approved in writing by the Fair no less than thirty (30) days prior to the start of the Event. No hand written signs are allowed. The Fair provided booth sign with the Exhibitor's booth number must be visibly displayed at each space licensed.

**14. BACKDROPS/DIVIDERS REQUIREMENTS:** Backdrops no higher than eight (8) feet in height are permitted, except for center exhibits in Buildings 2 & 7. Side dividers are limited to eight (8) feet in height, four (4) feet from background, then limited to three (3) feet in height to aisle. All backdrops and side dividers must be designed that any part exposed to view, inside, outside, or from the rear, must have a finished appearance. All materials must comply with the requirements of law, rule and ordinance of any governmental agency having authority over such matters.

**15. EXHIBIT DISPLAYS AND DECORATIONS:** All exhibitors may equip their exhibits with display material and equipment, furniture, lamps, potted plants, flowers and special set pieces, provided they are not over eight (8) feet high in

the area, four (4) feet from background and in keeping with the general decorative scheme. Exhibitor further agrees that all portions of sidewalks, entries, floors, passages, halls, corridors, stairways and ways of access to public facilities shall be kept unobstructed and safe by Exhibitor and shall not be for any purpose other than ingress or egress and all electrical panels and doors as well as all safety/emergency exits shall not be obstructed in any way. Exhibitor also shall not use, store or permit to be used or stored in any part of the Fairgrounds covered by this Agreement any substance or thing prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Florida. No explosives and/or flammable substances including, but not limited to, turpentine, benzene, naphtha, gasoline or other such substances shall be placed in or on the Fairgrounds. LP gas tanks used for cooking must be placed outside any Fair building and must be approved by the Palm Beach County Fire Department. It is further agreed that no inflammable materials such as bunting, tissue paper, crepe paper and any others will be permitted to be used as decorations and decorative materials unless they are treated with flame proofing and are approved by the appropriate inspector of Palm Beach County, Florida, before the same are installed. The Exhibitor shall not permit their exhibit to obstruct the view of an exhibit in an adjoining Exhibitor's space, nor permit such exhibit to be placed or operated in any manner objectionable, or its duly authorized agent, to adjacent or surrounding Exhibitors. No items may be attached to sprinkler heads or pipes in buildings. No exhibit or Exhibitor shall occupy any more space than allotted and, shall not, obstruct the flow of patrons through the aisles or other passageways. No nails may be driven into any walls of the Fair. The cost for any repairs necessitated by Exhibitor's violation of these Rules and Regulations will be the responsibility of the Exhibitor. The Fair has the right in its sole discretion to approve all equipment, table, signs, tents and seating used by the Exhibitor.

**16. PICTURE MACHINES AND LOUD SPEAKERS:** If audio and/or video equipment is used they must run without lecture or speaker noise reaching beyond ten (10) feet of exhibit space and video screens must be placed in the exhibit space so that spectators watching them will not block the aisle. In addition, no sound may be amplified by an Exhibitor, which can be heard clearly more than ten (10) feet from exhibit space.

**17. TV AND RADIO SHOW:** Any Exhibitor who desires to have a regular or special radio or TV broadcast or, televise directly from an exhibit or concession space, shall first obtain the Fair's written approval, which approval may be arbitrarily withheld or conditioned.

**18. FREE SAMPLES AND DRAWINGS:** NO free samples of food, beverage or any other product may be given away or otherwise distributed without prior written approval of the Fair, which approval may be arbitrarily withheld in the sole discretion of the Fair. Exhibitor will have the right to offer to the patrons any such give-away items, or drawings or raffles, as the Exhibitor desires to offer (subject to this Agreement and federal, state or local law) provided that such give-away items, or drawings or raffles, do not impose any obligation on the part of the Event patrons, do not conflict with Fair sponsors and participants, and have been approved by the Fair, in writing, thirty (30) days prior to the opening day of the Event. Drawings for gifts or premiums conducted by Exhibitors must be made prior to the close of the Event and the names and addresses of all winners delivered to the Concessions/Exhibits Manager. In no case may the Exhibitor use the name of the Fair or the name of any Event visitor in any program, brochure or other printed material or pictures. Premiums or gifts won by Event visitors must be absolutely free with no additional payment of money or conditions attached. Drawings that constitute a lottery in violation of the laws of Florida will not be permitted. Promiscuous literature or promotional materials are not permitted to be distributed, even from within exhibit area. Solicitation of donations or the gathering of signatures or other personal information is not permitted from anywhere outside the exhibit space.

**19. SUBLETTING OF SPACE; ASSIGNMENT:** No Exhibitor shall be permitted to sublet or sublicense the whole or any part of the space licensed or, to display or sell anything not specified in the Agreement. This Agreement is between the Fair and Exhibitor. Exhibitor may not assign this Agreement, or any interest in the Agreement, without the Fair's prior written consent, which consent shall be within Fair's sole discretion and may be arbitrarily withheld. Assignment shall include a transfer or conveyance of more than fifty percent (50%) of the present ownership interest of the Exhibitor.

**20. INSTALLATION AND REMOVAL OF EXHIBITS:** All exhibit set-up must be completed and approved by the Fair before 3pm the evening before opening day of the Event. All space not occupied by that time, will revert to the Fair and all payments forfeited. All indoor exhibits must remain open the last day of the Event until 8:00 pm, or other time stated by the Fair; all outdoor vendors/concessions must stay open until midway closes. All food vendors must check out at the Vendor Office and pick up their release slip after closing. All others will get a slip from the Concessions/Exhibits Manager.

The release slip must be presented at the gate upon removal of a concession stand or exhibit. Under no circumstances will goods or equipment be permitted to be removed until closing hour of the Event. Any material not removed two (2) days following the official closing of the Event will be considered automatically conveyed and transferred to the Fair and the Fair has the sole and arbitrary right to dispose of the property in any manner. The Exhibitor hereby grants to the Fair a lien on all property brought onto the Fairgrounds as security for all obligations of the Exhibitor under this Agreement. All monies due and owing the Fair shall be paid prior to any of Exhibitor's property being removed. No vehicles are allowed in the Buildings for set-up or tear-down.

**21. EXHIBIT HOURS:** Exhibits must be open and staffed each and every day at published opening and closing times during the annual Event. The Fair reserves the right to adjust the closing time based on certain conditions. i.e. attendance, weather, crowd size, etc.

**22. EXHIBIT MAINTENANCE:** Exhibitors are required, at all times, to keep their exhibit space clean, sanitary and free of trash, paper, or refuse of any kind which shall be disposed of in a manner indicated or designed by the Fair. Exhibitors in buildings and tents shall place trash in aisles after closing each day, or in designated receptacles. Outside Exhibitors are required to police under and within a ten-(10) foot radius of their exhibit and to keep them clean and sanitary at all times and free from any hazards which may cause damage to property or injury to persons. Outside Exhibitors are required to have storage areas, holding tanks, and garbage cans screened from public view. Landscaping to enhance the presentation is encouraged. All stands are required to have proper skirting.

**23. EXHIBIT PERSONNEL:** Any person operating any exhibit shall be considered an employee or agent of the Exhibitor and any obligation or requirement imposed upon the Exhibitor in the Agreement and these Rules and Regulations shall likewise be imposed upon the Exhibitor's employees and agents. It shall be the obligation of each Exhibitor to furnish, at its own expense, all personnel required to erect, operate, maintain, repair, dismantle and remove all Exhibit equipment used on the Fairgrounds. It shall further be the obligation of each Exhibitor to ensure that all personnel working in the Exhibit be appropriately dressed, clean and neat, with their hair neat and clean and clean shaven except for mustaches and beards that are neatly trimmed, deal courteously with patrons of the Event, and not use rough or profane language, or drink alcoholic beverages while on the Fairgrounds. Smoking is not permitted by any of the Exhibit personnel who may be visible to the general public, nor in any building. The use of ear and body rings should be discouraged, and if used, should be done minimally and tastefully. Personnel with excessive, obscene or lewd tattoos shall not be permitted to work on the Fairgrounds by Exhibitor. The Fair, upon request, will be furnished a list of all personnel who will operate or work in any exhibit. All exhibit personnel shall have a picture identification badge which shall be on them at all times so that the Fair and Event patrons may easily identify them as Exhibit personnel.

**24. ALCOHOLIC BEVERAGES/TOBACCO PRODUCTS:** No alcoholic beverages or illegal substances as defined by Florida or Federal Law, are permitted to be brought, consumed or distributed on the Fairgrounds by any Exhibitor. No tobacco products are allowed to be sold on the Fairgrounds, unless authorized by the Fair in writing.

**25. GLASS BOTTLES/GREEN INITIATIVE:** No drinks are to be sold in glass bottles at exhibit and concession locations. Exhibitor shall not utilize or distribute to patrons: plastic straws, plastic bags or plastic plates during the Event.

**26. BALLOONS, STICKERS, ETC.:** No stickers or balloons shall be brought for sale, display or given away, without approval from the Fair in writing.

**27. DEFACEMENT OF FACILITY/PROPERTY:** Exhibitor shall not injure, mar, nor, in any manner, deface said Fairgrounds or any equipment contained thereon: and shall not cause or permit anything to be done whereby the Fairgrounds property or equipment thereon shall be in any manner injured, marred or defaced; and Exhibitor shall not drive or attach nails, hooks, tacks, staples, screws, adhesive tape of any kind to the walls, ceilings or floors of any Fair building or equipment contained therein and will not make, nor allow to be made, any alterations of any kind to said buildings, property or equipment contained therein.

**28. EXCLUSIVE CONTRACTS/FAIR COMMISSARY:** The Fair has exclusive contracts with vendors to provide for such items as soft drinks, bottled water, meat, milk, and other food, beverage and merchandise. Exhibitor agrees to not use competitive products and to purchase all food, beverage and merchandise items from these vendors. It is the responsi-

bility of the Exhibitor to obtain a list of the exclusive vendors from the Fair prior to the opening day of the Event.

**29. HAZARDOUS AND TOXIC SUBSTANCES:** The Exhibitor agrees, at all material times Exhibitor is on the Fairgrounds, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law. In the event the Exhibitor shall be in possession of such hazardous or toxic waste, the Exhibitor shall immediately notify the Fair and Palm Beach County Department of Environmental Resource Management and such other governmental agency or body as may be required by law and the Fair relative to such materials. Additionally, Exhibitor agrees not to throw away any refuse or empty any fluids on the ground. Grease barrels are provided by the Fair in convenient locations and must be used. In the event an Exhibitor shall dump grease at locations not authorized by the Fair, they shall be subject to a fine of \$1,000.00 for each infraction by the Fair, plus any fine imposed by any governmental entity, and shall be deemed in material breach of this Agreement and subject to immediate removal from the Fairgrounds.

**30. FIRE EXTINGUISHERS:** All concessionaires cooking in deep fat fryers or ordinary fryers must have, at a minimum, a multipurpose dry chemical extinguisher rated at least 2A-15BC, or a CO2 extinguisher with at least a 15C rating, and otherwise comply with the requirements of law, rule and ordinance of any governmental agency having authority over such matters. If applicable, high-pressure CO2 cylinders should be secured to a permanent wall or partition.

**31. HOLDING TANKS:** In the event an Exhibitor is required to utilize a portable toilet or holding tank, the Exhibitor shall make the arrangements for said holding tank with the Fair and shall be responsible for payment, in advance, to the Fair for the charge for the holding tank at the time it is rented. Exhibitors may use their own holding tanks provided they hold a minimum of 150 gallons and meet all applicable laws, rules, ordinances and statutes concerning holding tanks. Holding tanks must be pumped daily, or, as needed, and any water standing on the ground shall not be permitted.

**32. COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Exhibitor hereby specifically agrees to comply with all applicable, Federal, State and local laws, ordinances, rules, regulations, statutes and policies including these Rules and Regulations promulgated by the Fair, as amended from time to time. Exhibitor shall specifically comply with the provisions of Chapter 616, Florida Statutes, the Federal Americans with Disabilities Act, Florida Accessibility Code, and all relevant health and fire codes, and all trademark, copyright and other intellectual property laws, including those pertaining to music licensing. Such laws, ordinances, statutes, rules and regulations are expressly made part of this Agreement.

**33. INSURANCE:** Each Exhibitor shall provide Commercial general liability insurance in the amount of \$1,000,000.00 with a \$250.00 per occurrence deductible naming the Fair as an "additional named insured" in form and with an insurer acceptable to Fair. The policy shall contain a standard thirty (30) day cancellation provision and which policy is deemed primary and non-contributory. All insurance certificates and the declarations page must be provided to the Fair no later than thirty (30) days prior to the Event. Coverage must be through the Event. Exhibitors failing to timely meet the obligations of this paragraph may lose its Exhibit Space, and under no circumstances will an Exhibitor be allowed to set up, camp, or otherwise enter on to the Fairgrounds unless the above insurance is in place as of the opening of the Event.

**34. EXHIBITORS ON PERCENTAGE SALES:** All Exhibitors noted on the front page of the Exhibit Space License Agreement that indicate a percentage amount to be applicable to this Agreement, agree to pay the percent stated of their gross revenue daily, after applicable sales tax, in addition to any other amount indicated in the Agreement. "Gross Sales" means the total amount of all revenue received from the sale of goods. Exhibitor agrees that the Fair may, from time to time, and at any time, audit the operation of the Exhibitor, including all cash receipts, for purposes of confirming the accuracy of all reports of gross sales as required under the Agreement. All sales reports and payment must be made by the Exhibitor of the day's sales, prior to the opening of that exhibit or concession on the next day. ***Failure to comply with these financial reporting procedures will be considered a violation of the License Agreement. Upon being advised of a violation, Fair management will be called upon to review the problem and resolve the matter. Violations will be taken into consideration when issuing contracts for the following year, or may result in immediate cessation of the right and privilege to do business with the Fair.***

### **Cash Registers**

All Exhibitors on percentage sales must supply and use an approved cash register or accounting system to record all sales transactions. So that accurate records can be kept, each cash register must have the following:

## **Cash Registers (cont.)**

- Dual Tape/Readable Tape (customer must be given a receipt)
- Display viewable by the customer (pivot display suggested)
- Continuous Grand Total
- Cumulative "Z" Counter
- "X" Readings
- 30-Day Back Up Battery
- "Current" Printed Date and Time on Detail Tape
- Key Protector
- Cash Drawer must be linked to the register and automatically open and close with each transaction
- Price Look Up (PLU) or Preset Keys for each product sold

## **Each Point of Sale system must be able to furnish the following:**

- A receipt for every transaction
- Daily Summary Report
- The daily sales summary must be segregated by cash sales and credit card sales
- Cumulative summary report
- Produce daily journal upon request
- Cash Drawer must be linked to the register and automatically open and close with each transaction
- Preset keys for every item
- Forward facing customer display

***You are required to have a backup register on hand should your register malfunction. Should your register break you will be required to cease operating until the backup register is in place.***

## **Daily Sales Reports**

Under the License Agreement, you are required to maintain a daily record of all gross receipts derived from your operation. This record is to be available to the Fair at any time during the Fair and for the three following years. Daily sales report forms will be provided at check-in. Daily "Z" reports will be required that give a breakdown and accounting of all sales activity for each day. Please check the status of the receipt and journal tapes prior to a "Z" out to make sure you do not lose any daily sales information due to lack of register tape. Attach the "Z" tape to the daily sales report so the Fair staff can double-check your figures. When changing journal tapes, the used tape must be kept on grounds during the entire Fair.

With these procedures there will be an Audit Office where you will turn in the previous day's daily sales report between 10:00 AM and 2:00 PM daily. Only complete daily sales reports will be accepted. Please allow enough time so that any questions concerning sales sheets or other issues can be addressed. Once your sales figures are approved and calculated any amounts due must be paid to the Concessions Cashier. We will maintain a continuous running total of your sales, which you are welcome to review at any time, just ask the Vendor Cashier. Any "Z" tapes not picked up after final settlement will be destroyed 10 days after the last day of the Event.

## **Register Tagging**

Fair Auditors will check each stand/booth to record the model numbers and serial numbers for all cash registers, including backup registers. Once it is approved for use, each register will get its own register tag. Please be aware that registers cannot be used for sales until they have been tagged and the information has been recorded. The Audit team will set up an appointment with you to tag your registers once you are set up and ready.

## **Register Tapes**

Under the License Agreement, all cash register tapes, documenting your sales are to be turned over to the Fair daily. For the purpose of maintaining an accurate audit trail, all cash register tapes need to be identified by the Fair register tag number, name of exhibit/stand, booth number and date. All tapes need to be clear and legible. No faded tape register receipts will be allowed so be sure to have a backup inking system available.

## **Receipts**

All Exhibitors/Vendors on percentage sales who are required to utilize a cash register as described above, MUST issue a

sales receipt to the customer for each sales transaction. The receipt must be handed to the customer after every transaction. This procedure is not optional and Exhibitors/Vendors should not ask the customer if they want the option of receiving a receipt. Failure to issue receipts may result in the exhibitor/vendor being required to issue a refund for the transaction for which the receipt was not issued.

### **Register Operation**

Exhibitors/Vendors must program their cash registers with either PLUs or programmable keys for each product on their menu. Entering amounts that are not attached to a programmed product is not permitted. Register keys may not be left in the register or in the drawer of the register and must only be accessible by a manager. The “no sale” key must be active and recorded to the “Z” report. Registers that do not record “no sale” transactions will not be approved.

### **Credit Card Sales**

Exhibitors/Vendors that operate registers must setup a payment type for credit card sales. Credit card sales cannot be entered as cash sales. All credit card batch reports must be submitted with the daily “Z” report when reporting sales each day. The total on the credit card batch report will be compared to the total credit card payments on the cash register “Z” reports. If the credit card payment total on the cash register “Z” report is less than the credit card batch report then the gross sales total will be adjusted upwards for the difference.

**35. INDEMNIFICATION:** Exhibitor hereby covenants and agrees to fully release, exonerate, indemnify, defend and hold harmless SOUTH FLORIDA FAIR & PALM BEACH COUNTY EXPOSITIONS, INC., its Board of Trustees, Directors, officers and all management, staff, agents and employees each severally and separately from any and all claims, suits, losses, damages, fines, penalties, liabilities, expenses, including reasonable attorney’s fees and costs at the trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either the Fair or Exhibitor) and any loss (through theft or otherwise) of or damage to property (whether it be that of the Fair, the Exhibitor, or some third party), or issue of law, caused by, growing out of, or arising out of Exhibitor’s use of the Fairgrounds (whether or not the Fair is deemed negligent), including, without limitation, its use by Exhibitor’s agents, sub-licensees, vendors, exhibitors, contractors or subcontractors; exercise of any rights under the License; breach of any term, warranty or provision of this License by Exhibitor; the sale of products; the operation on the Fairgrounds, or the carelessness, negligence or improper conduct of the Fair or any other third party; or any act or omission of Exhibitor, its employees, officers, or agents. All such liability is hereby expressly assumed by Exhibitor. This provision shall expressly survive termination of this License.

**36. COPYRIGHTS:** Exhibitor will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at, or incorporated in the Event. Exhibitor agrees to indemnify, defend and hold Fair harmless from any claims, damages, or costs, including legal fees, which might arise from use of any such material either by Exhibitor, or any other person or entity associated with the Event. The Fair name and logo are protected trademark/service marks and may not be used without the express written consent of Fair.

**37. CANCELLATION AND TERMINATION:** This Agreement shall terminate and all rights and privileges hereunder shall cease immediately upon conclusion of the period referenced in the Agreement. This Agreement may also terminate, at Fair’s option, either before or during the Event, upon default by the Exhibitor which shall be defined as the Exhibitor’s failure to promptly and timely pay any and all sums due or to abide by the other terms, provisions and conditions of the Agreement as set forth herein. Default of one provision by Exhibitor shall be default of the entire Agreement. In the event of default, all money theretofore paid by Exhibitor shall not be refunded. Upon termination, Exhibitor shall not be entitled to utilize the Exhibit space set forth hereinabove for the period provided herein regardless of efforts, costs, expenditures or arrangements made by the Exhibitor. This Agreement may be terminated at any time by the Fair if the Exhibitor utilizes the Fairgrounds for a purpose or use different than that listed on page one of the License Agreement. Exhibitor expressly waives any and all damages against Fair by reason of its termination of Agreement, or disapproval of any performance, exhibit, etc. pursuant to this provision.

**38. SECURITY:** Fair agrees to provide general security for the Fairgrounds, which constitute approximately 135 acres. The Fair also agrees to lock and secure the buildings in which the Exhibitor will exhibit their specific items. Fair does not warrant or insure against theft, vandalism, or any loss due to natural consequences such as hurricane, flooding, etc. or any other loss, such as fire, to an Exhibitor and the Exhibitor shall obtain insurance to provide for any such loss and waives any claims for loss or damages against the Fair. Exhibitor agrees that it shall be solely responsible for the safety

and security of its own tangible personal property or tangible personal property owned by a third party but within Exhibitor's possession, custody or control. Exhibitor expressly waives any claim against Fair, its officers, Trustees, directors, employees and agents, for any loss or damage, by theft, fire, or otherwise, to such tangible personal property regardless of whether the Fair, its officers, Trustees, directors, employees or agents are deemed negligent or not.

**39. NON-SMOKING FACILITY:** All of the buildings on the Fairgrounds are designated as non-smoking facilities. Exhibitor agrees to post such signs as may be necessary to inform all persons of this fact and to enforce this rule whenever necessary.

**40. RIDES AND GAMES:** Exhibitor shall not operate any amusement devices and amusement attractions, as those terms are defined by Chapter 616, Florida Statutes. It is also agreed that Exhibitor shall not operate games of chance, as defined by the Florida Statutes.

**41. AUTOMATED TELLER MACHINES (ATM):** No ATM'S shall be allowed on the Fairgrounds except for ATM'S as provided by the Fair.

**42. OVERNIGHT CAMPING:** Exhibitor shall not cause or allow overnight camping, tent camping, sleeping or any such act on the Fairgrounds, or in any building or in any other area controlled by the Fair without the written consent of the Fair, which approval may be arbitrarily withheld in the sole discretion of the Fair. Exhibitor shall not allow or permit any open fires on the Fairgrounds.

**43. LOST ARTICLES:** All found articles should be turned into the Guest Services/Lost Children Booth.

**44. CANCELLATION BY THE FAIR:** The Fair reserves the unilateral right to cancel this event for economic reasons, or for the public good, or for events including, but not limited to acts of God, fire, flood, natural disaster, a threat of or a tropical storm, a threat of or a hurricane, inclement weather, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), a pandemic, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties. In addition, The Fair reserves the unilateral right to cancel this event in the event of any request by any Federal, State or County agency for use of the Fairgrounds under such circumstances, it being understood and agreed by the participant that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department. Should the Fair exercise its rights to cancel this event for any reason, including but not limited to those stated above, the Exhibitor agrees not to re-enter the Fairgrounds, or move any of its personal property, if such may pose additional risks to persons or property in the sole discretion of the Fair. The Exhibitor also agrees to forego any and all claims for damages against The Fair and further agrees to waive any and all rights which might arise by reason of the terms of this agreement and the participant shall have no recourse of any kind against the Fair.

**45. OCCUPANCY INTERRUPTION:** Exhibitor hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons of any defect, deficiency or impairment of the electrical, computer systems, telephone, plumbing and air conditioning installations or, any part thereof, furnished for the Event on the Fairgrounds or for any loss or damage sustained resulting from fire, black-out, brown-out, water, wind, civil commotion, riot, labor strikes, or act of God.

**46. FAIR'S RIGHT OF ENTRY:** Duly authorized representatives of the Fair, such as its Trustees, Directors, officers, employees or other agents, may enter the area utilized by Exhibitor, at any time and occasion. Exhibitor hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of interference by any public agency or Fair official in the Exhibitor's operation; however, such interference shall not relieve Exhibitor from any obligations hereunder.

**47. PAYMENT FOR DAMAGES:** Exhibitor agrees to pay all costs and expenses, as determined in the sole judgment of the Fair, of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this Agreement in order to restore the damaged property, fixtures and equipment or other parts of the



Fairgrounds to a condition equal to that at the time this Agreement went into effect.

**48. UNDERGROUND UTILITIES:** Exhibitor shall not, nor will Exhibitor allow any of its agents, vendors, or employees to drive any stake, instrument or object of any kind into the asphalt or grassy area of the Fairgrounds without the written consent of the Fair. Underground electrical wiring is installed throughout the Fairgrounds, which could result in severe electrical shock. It shall be the sole responsibility of the Exhibitor to enforce this provision and the Fair will look to the Exhibitor for reimbursement pursuant to these Rules and Regulations.

**49. LICENSES, PERMITS AND TAXES:** Exhibitor agrees to obtain the proper licenses and/or permits for the use of the space and any of the activity occurring in the space, covered by this Agreement as required by Federal, State and Local law and supply evidence of same to the Fair on demand. Exhibitor agrees to promptly pay all applicable taxes and require all vendors, exhibitors, and others selling products to pay applicable taxes and carry the proper licenses and permits. Exhibitor shall be responsible for all federal, state and local income taxes and all deductions and taxes including but not limited to its sales and its employees.

**50. STORAGE:** Exhibitor assumes all responsibility for all of its goods, materials, merchandise, exhibits, displays, articles and other tangible personal property in or on the Fairgrounds before, during or after the Event and the Fair assumes no responsibility for said items.

**51. CIVIL RIGHTS:** Exhibitor agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, national origin, disability, gender and age and further agrees to likewise not discriminate for those same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public, and to be in compliance with the Federal and Florida Civil Rights Acts.

**52. RETENTION OF FAIR PRIVILEGES:** The waiver or failure of the Fair to insist on strict and prompt performance of the terms of this Agreement, Rules and Regulations, or other Exhibits, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the Fair's right thereafter to enforce the same strictly according to the terms thereof in the event of a continuous or subsequent default on the part of the Exhibitor.

**53. PERFORMANCE BOND:** The Fair, at its discretion, may require Exhibitor to deposit a performance bond either by cash, letter of credit, or by a duly accredited bonding company. The amount of the bond will be shown on the cover page of the Agreement.

**54. CONDITIONS AND LIMITATIONS:** It is agreed that this Exhibitor is subject to all the conditions and limitations set forth in all of the attachments, exhibits, rules and regulations and policies for the use of the Fairgrounds herein above referred to and Exhibitor shall be bound thereby. In the event of any conflict between the License and any exhibit, or attachment, the exhibit or attachment shall control.

**55. APPROVAL:** This Agreement is not approved until this Agreement is signed by the President of the Fair.

**56. COMPLAINTS:** All complaints by Exhibitor or its employees, agents, including, without limitation, those relating to this Agreement, the Fair's policies, the Fair's officers, trustees, directors, employees, or personnel, or the Fair's other licensees, shall be dated and in writing and promptly and immediately sent to the Exhibits or Concessions Managers at the Fair office either by hand delivery or by email to the aforesaid staff member's email address.

**57. NOTICES:** (a) Method of Giving Notice. All notices or other communications permitted or required to be given under this License shall be given in writing, and delivered to the Fair at P.O. Box 210367 West Palm Beach, FL 33421-0367 and to the Exhibitor at the address indicated on page one (1) hereof (or sent to their fax numbers) by one of the following ways, at the option of the party giving the notice: (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as FedEx; or (iv) by telecopy (fax). (v) via email with a delivery and read receipt requested. (b) Effective Date of Notices. Notices delivered by hand delivery or by a nationally recognized overnight courier service such as FedEx shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur. Notices sent by telecopy shall be ef-

fective on the date transmitted and received, provided that receipt occurs before 5:00 p.m. Eastern Standard Time on a business day. If the last day for giving any notice or performing any act under this License falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday.

**58. COUNTERPARTS AND DUPLICATE ORIGINALS:** To facilitate the execution of this Agreement, any number of counterparts of this Agreement may be executed and delivered. It shall not be necessary that each party's signature appear on each counterpart, but it shall be sufficient that each party's signature appear on one or more of the counterparts. Each of the counterparts shall be considered an original and all of them, together, shall constitute one and the same instrument. Any number of duplicates of this Agreement may be executed and delivered, each of which shall be considered an original.

**59. CONSTRUCTION OF AGREEMENT:** Each party has relied upon its own examination of this Agreement and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. Thus, this Agreement shall not be construed more strictly against the Fair notwithstanding that it has been drafted by the Fair and the Fair's counsel. Furthermore, the money, property, insurance or services which are the subject of this Agreement are for commercial purposes and not for personal, family or household purposes.

**60. EFFECTIVE DATE:** The effective date of this Agreement shall be the date on which the last one of the Fair's representative and the Exhibitor's representative executes this Agreement.

**61. LANGUAGE:** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

**62. PARAGRAPH HEADINGS:** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

**63. SEVERABILITY:** If any term, covenant, or conditioning of this Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**64. TYPEWRITTEN AND HANDWRITTEN PROVISIONS:** Handwritten or typewritten provisions inserted into this Agreement and initialed and dated by all parties shall control over all typewritten provisions in conflict therewith.

**65. FURTHER ACTION:** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto. Moreover, Exhibitor agrees to co-operate with the Fair regarding any documentation or information requested concerning the economic impact of the Event.

**66. ATTORNEY'S FEES:** Any reference to attorney's fees in this Agreement applies only to the indemnity given by Exhibitor to the Fair and not to any other term, provision and condition hereof.

**67. VENUE:** The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties shall be in Palm Beach County, Florida.

**68. FLORIDA LAW:** This Agreement shall be considered to have been made and executed in Palm Beach County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of Florida and no other.

**69. TIME:** Time is of the essence of all the provisions and terms of this Agreement.

**70. MATTERS SURVIVING TERMINATION:** Unless otherwise provided in this Agreement, none of the terms, provisions, and conditions shall survive termination of this Agreement.

**71. RIGHTS IN THIRD PARTIES:** Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed to confer on or give any person, firm, or corporation, other than the parties and their respective officers, directors and shareholders, any rights and remedies under or by reason of this Agreement.

**72. DEPENDENCE OF COVENANTS:** The covenants contained in this Agreement regarding performance by Exhibitor shall be construed as dependent covenants. Default of one shall be deemed absolute whether substantial performance has occurred with regard to all or any other covenants herein.

**73. RENEWAL:** This Agreement is only for the dates as set forth in this Agreement. Exhibitor agrees that the fact that it has been granted space during the Event in the past shall not entitle the Exhibitor to any right to use the Fairgrounds in the future. The fact that the Exhibitor has been granted a particular space in the past does not create any right to such space in the future it being understood and agreed that Fair expressly reserves the right to allocate space in its sole and arbitrary discretion. Additionally, nothing shall prevent the Fair from granting an Agreement to an entity which is competitive to the Exhibitor hereunder.

**74. SUCCESS:** The Exhibitor agrees that it is solely responsible for its success. Exhibitor has not and shall not rely on any advice or direction from any employee, officer, Trustee, Director or agent of the Fair, except as may be required under this Agreement, in planning and carrying out its operation. The fact that the Exhibitor is restricted by and subject to the terms and conditions of this Agreement, or is moved to another location from previous years is a risk that Exhibitor freely assumes. The Fair makes no warranty or representation as to historic or anticipated attendance, or revenue, from the Event.

**75. FIDUCIARY DUTY:** The parties to this Agreement specifically intend that neither this Agreement nor any course of dealings between them shall create fiduciary obligations. Nothing contained in the Agreement, and no course of dealings between the parties, shall be construed as establishing a partnership, joint venture or agency between the parties. The rights, duties and obligations of the parties are to be controlled exclusively by this Agreement. Any obligation or covenant of good faith and fair dealing, whether express, implied-in-fact or implied-in-law, is intended to be contractual only. This Agreement was negotiated at arm's-length. There is no "special relationship" between the parties. Neither party is or has been influenced or dominated by the other. Each party places in the other the trust and confidence that reasonable strangers dealing at arm's length in business relationships would place in one another. Neither party reposes special or extraordinary trust in the other. Each party to this Agreement represents that it is an independent, experienced and sophisticated business entity. Each party conducts its own investigations and obtains its own information about business transactions. Each party relies wholly on its own counsel and/or judgment in making decisions. The frequency, length, or closeness of dealings between the parties shall not create fiduciary obligations. In particular, extended dealing over a lengthy period of time shall not create fiduciary duties. Any advice given by one party to the other is offered unilaterally and accepted indifferently. Neither party undertakes to act for the benefit of the other, and neither accepts any trust unilaterally reposed by the other. Any disclosure obligations contained in or arising from this Agreement or the course of dealing between the parties are strictly contractual, and do not create fiduciary obligations. The parties intend that any disclosures of information, confidential or otherwise, during the course of business negotiations or dealings shall not be construed as creating additional disclosure obligations.

**76. RELATION OF PARTIES:** It is the intention of the parties to hereby create the relationship of Licensee and Licensor, and no other relationship whatsoever is hereby created. Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or to render either party hereto liable for any obligation of the other.

**77. WAIVER OF JURY TRIAL:** The Fair and the Exhibitor hereby mutually knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to this Agreement, including any tort claims or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and

voluntary waiver, and shall be subject to no exceptions.

**78. PRESUIT MEDIATION:** Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the Florida Rules of Civil Procedures 1.700- 1.730 (and FRCP 1.750, excluding subsection (b)) together with the rules of the American Arbitration Association or the Foundation for Dispute Resolution. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the Fair entering into this Agreement.

**79. BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors in interest and/or assigns.

**80. ENTIRE AGREEMENT:** All terms and conditions of this Agreement shall be binding upon the parties, their heirs, and representatives and cannot be waived or modified by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement. Such written document must be incorporated by specific reference therein as a part of this Agreement. Neither party may rely on any oral representations and must look solely to the terms of this Agreement. Furthermore, Exhibitor agrees that, notwithstanding the possibility of significant damages to Exhibitor in the event The Fair exercises its unilateral right of cancellation and termination as provided herein, and the right to retain the deposit and other monies, and other rights under the Agreement, the Exhibitor agrees to the terms contained herein and executes this Agreement voluntarily and freely. This Agreement constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

**81. CREDIT CARDS:** Many customers and Exhibitors are now electing to utilize credit cards for payment by the customer and acceptance of payment from the Exhibitor by the customer. Florida law declares the charging of a credit card holder a surcharge for the use of the credit card illegal. A recent Federal Court decision has called that law into question. Notwithstanding whether or not the law is enforceable, the Exhibitor agrees by operation of contract with Fair that Exhibitor is hereby waiving its legal rights and shall not charge the Fair's customers a surcharge or convenience fee, or any other type of charge associated with the use of a credit card.

**Rev. 8/20**

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